State: Arkansas Filing Company: Trustmark Life Insurance Company

TOI/Sub-TOI: L04G Group Life - Term/L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Product Name: LIFEC/SCH et al

Project Name/Number: 2012 LIFEC Filing/12.00399

## Filing at a Glance

Company: Trustmark Life Insurance Company

Product Name: LIFEC/SCH et al

State: Arkansas

TOI: L04G Group Life - Term

Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Filing Type: Form

Date Submitted: 07/26/2012

SERFF Tr Num: TRST-128595328

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed

Co Tr Num: 12.00399

Implementation On Approval

Date Requested:

Author(s): Jeri Jacks

Reviewer(s): Linda Bird (primary)

Disposition Date: 08/01/2012

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

State: Arkansas Filing Company: Trustmark Life Insurance Company

TOI/Sub-TOI: L04G Group Life - Term/L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Product Name: LIFEC/SCH et al

Project Name/Number: 2012 LIFEC Filing/12.00399

### **General Information**

Project Name: 2012 LIFEC Filing Status of Filing in Domicile: Not Filed

Project Number: 12.00399 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Has not yet been filed in Illinois

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer, Trust Overall Rate Impact:

Filing Status Changed: 08/01/2012

State Status Changed: 08/01/2012 Deemer Date:

Created By: Jeri Jacks Submitted By: Lisa Sayerstad

Corresponding Filing Tracking Number:

Filing Description:

RE: TRUSTMARK LIFE INSURANCE COMPANY

FEIN# 36-3421358; NAIC# 276-62863

**GROUP TERM LIFE FILING** 

LIFEC INSERT PAGE FORM NOS.: LIFEC LIFEC/SCH

LIFEC/1(R1) LIFEC/2(R1)

LIFEC/3(R1)

Our File#: 12.00399

Dear Sir or Madam:

Enclosed please find insert pages for use with certificate LIFEC being filed for approval and use in your state. The certificate was approved for use on July 10, 2003 our tracking number 23.02567. These forms are new and will not replace any previously approved forms.

The certificate is issued under a master policy issued to a Trust sitused in Illinois and will be marketed to small and large employer groups. Life benefits are guaranteed issue up to a maximum amount of \$50,000.

The certificate forms are being submitted in an insert page format. Distinct page numbers have been assigned to portions of the documents in order to facilitate state exceptions and future revisions.

Please note that the conversion product for use with the LIFEC is form IUL.205, previously approved on June 21, 2005.

Bracketed text or numbers are variable and indicate material that may change based on options elected by the group, marketing philosophy, or changes in state law. Variable material will always meet the minimum requirements of law.

The forms are in final printed format as issued from a laser printer. We may, however, use different computer publishing systems. Therefore, actual issued forms may have a different font style than the submitted forms. As a result, page breaks may occur at different lines and line wording may not match up exactly. The wording and its order, however, will remain identical. We do not anticipate refiling for such font style variation.

Thank you for your time and effort with regard to this filing. If you have any questions, please contact me at 800-666-6977, extension 34205 or at jjacks@trustmarkins.com.

State: Arkansas Filing Company: Trustmark Life Insurance Company

TOI/Sub-TOI: L04G Group Life - Term/L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Product Name: LIFEC/SCH et al

Project Name/Number: 2012 LIFEC Filing/12.00399

## **Company and Contact**

### **Filing Contact Information**

Jeri Jacks, Regulatory Advocacy Analyst jjacks@trustmarkins.com

400 Field Drive 800-666-6977 [Phone] 34205 [Ext]

Lake Forest, IL 60045 847-615-3872 [FAX]

**Filing Company Information** 

Trustmark Life Insurance CoCode: 62863 State of Domicile: Illinois

Company Group Code: 276 Company Type: 400 Field Drive Group Name: State ID Number:

Lake Forest, IL 60045 FEIN Number: 36-3421358

(800) 666-6977 ext. [Phone]

## **Filing Fees**

Fee Required? Yes

Fee Amount: \$200.00

Retaliatory? Yes

Fee Explanation: Filing fee in Illinois is \$50 per form, which appears to be the same as Arkansas' fee. 4 forms x

\$50 = \$200.

Per Company: No

Company	Amount	Date Processed	Transaction #
Trustmark Life Insurance Company	\$200.00	07/26/2012	61218400

State: Arkansas Filing Company: Trustmark Life Insurance Company

TOI/Sub-TOI: L04G Group Life - Term/L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Product Name: LIFEC/SCH et al

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# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/01/2012	08/01/2012

### **Amendments**

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Cover Page	Jeri Jacks	07/31/2012	07/31/2012

State: Arkansas Filing Company: Trustmark Life Insurance Company

**TOI/Sub-TOI:** L04G Group Life - Term/L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Product Name: LIFEC/SCH et al

**Project Name/Number:** 2012 LIFEC Filing/12.00399

# **Disposition**

Disposition Date: 08/01/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Form	Schedule page		Yes
Form	Definitions		Yes
Form	LIfe Benefit Section		Yes
Form	Life Benefit Section cont.		Yes
Form	Cover Page		Yes

State: Arkansas Filing Company: Trustmark Life Insurance Company

TOI/Sub-TOI: L04G Group Life - Term/L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Product Name: LIFEC/SCH et al

Project Name/Number: 2012 LIFEC Filing/12.00399

## **Amendment Letter**

Submitted Date: 07/31/2012

Comments:

I forgot to include the cover page for the certificate in this filing. It is being reflled due to some changes in the officers at our company. Their signatures appear on the page.

Thank you for your patience.

Sincerely,

Jeri K. Jacks

Changed Items:

## Form Schedule Item Changes:

Form Schedule Item Changes:

Form	Form	Form	Action	Form	Previous	Replaced	Readability	Attachments
Number	Туре	Name		Action	Filing #	Form #	Score	

Other

LIFEC Certificate Cover Page Initial LIFEC Title
Amendment, Page.pdf

Amendment, Insert Page, Endorsement or

Rider

State: Arkansas Filing Company: Trustmark Life Insurance Company

**TOI/Sub-TOI:** L04G Group Life - Term/L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Product Name: LIFEC/SCH et al

Project Name/Number: 2012 LIFEC Filing/12.00399

# **Form Schedule**

Lead	Lead Form Number: LIFEC/SCH						
Item	Schedule Item	Form	Form	Form	Action/	Readability	
No.	Status	Number	Type	Name	Action Specific Data	Score	Attachments
1		LIFEC/SCH	CERA	Schedule page	Initial:		LIFEC SCH.pdf
2		LIFEC1/(R1)	CERA	Definitions	Initial:		LIFEC 1 - final 121211.pdf
3		LIFEC2/(R1)	CERA	LIfe Benefit Section	Initial:		LIFEC 2 - final 121211.pdf
4		LIFEC3/(R1)	CERA	Life Benefit Section cont.	Initial:		LIFEC 3 - final 121211.pdf
5		LIFEC	CERA	Cover Page	Initial:		LIFEC Title Page.pdf

Form Type Legend:

	po		
ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
ОТН	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

[Certificate of Group Insurance Underwritten by Trustmark Life Insurance Company, Lake Forest, Illinois.

### **Schedule of Benefits** All Other Coverage(s)

[Employee Life and Accidental Death and Dismemberment Coverage Your coverage for this benefit is [Member only].

Life insurance benefit is [\$15,000].

Principal sum of accidental death and dismemberment is equal to the life amount.]

### [Dependent Life and Accidental Death and Dismemberment Coverage Your coverage for this benefit is [Dependent(s) only].

Life insurance benefit for your [Spouse] is:

Under age 65 [\$5,000] Age 65 thru 69 [\$3,250] Age 70 thru 74 [\$2,500] Age 75 and over [\$1,750]

Life insurance benefit for your eligible dependent Child who has not yet attained age [26]: 14 days thru 6 months

[\$ 500] [\$2,000] Over 6 months

The amount of dependent Accidental Death and Dismemberment coverage is equal to the dependent Life insurance coverage amount.

Principal sum of accidental death and dismemberment is equal to the life amount.]

#### DEFINITIONS OF CERTAIN WORDS USED IN THIS CERTIFICATE

Certificate: This booklet, including any attached riders or endorsements, describing your Group Life Insurance benefits.

Complications of Pregnancy: Means conditions which are not part of a normal pregnancy, but are caused by, or made worse by, pregnancy. They include, but are not limited to: (1) Caesarean section, ectopic pregnancy or similar surgery; (2) spontaneous termination of pregnancy during a time a viable birth is not possible; (3) eclampsia, puerperal infection, missed abortion, RH factor problems, severe loss of blood requiring transfusions; (4) acute nephritis, nephrosis, cardiac failure; (5) hyperemesis gravidarum; and (6) other similarly severe conditions related to pregnancy. 'Complications of pregnancy' does not include: (1) false labor; (2) occasional spotting; (3) physician prescribed rest during pregnancy; (4) morning sickness; (5) pre-eclampsia; or (6) similar conditions which are part of a difficult pregnancy, but which are not a separate complication of pregnancy.

**Domestic Partner:** A person who completes the requisite Affidavit of Domestic Partnership and who is of the same or opposite sex of the Employee who have chosen to share their lives in close personal relationship in lieu of marriage with the Employee, and who:

- share the same or regular and permanent residence, and have been living together as couple in the same household for at least [twelve (12)] months;
- have an exclusive mutual commitment in lieu of a lawful marriage;
- have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership;
- are not married to anyone;
- are each eighteen (18) years of age or older;
- are not related by blood as close as would bar marriage;
- are mentally competent to consent to a contract when the domestic partnership began;
- are committed to the physical, emotional and financial care and support of each other and share with each other the common necessities and tasks of one household and are financially interdependent;
- are not involved in any other domestic partnership nor signed an affidavit of domestic partnership or its
  equivalent with a different Domestic Partner in any jurisdiction within [twelve (12)] months immediately
  prior to the effective date of coverage.

**Eligible Dependent (Dependent):** Includes (1) Your spouse or Domestic Partner; (2) Your unmarried Child over age 14 days and under [26] years of; (4) A Child who you will be adopting pursuant to an interim court order of adoption, if all other requirements of (2) above are met.

NOTE: 'Child' as used above includes adopted children, children of a Domestic Partner and stepchildren. But, Eligible Dependent will not include: (1) a foster child; (2) a child or spouse who lives outside of the USA; (3) or a child or spouse who is an Eligible Employee.

Eligible Employee: A person who is working for a Participating Employer for at least 30 hours per week.

**Injury:** Accidental bodily injury or injuries which cause a covered loss while a person is covered herein. Such Injury must be the direct cause of the loss, independent of disease, bodily infirmity or other cause.

**Insured:** An Eligible Employee whose coverage has become effective.

**Leave of Absence:** Any absence from Active Work, except a medical leave, which is granted by the Participating Employer.

**Participating Employer:** An employer who has been approved for coverage for his Eligible Employees by Trustmark or Starmark.

**Sickness:** Illness, disease or Complications of Pregnancy which causes a covered loss while a person is covered under this Certificate.

You and your: The Insured named in the Schedule of Benefits.

Note: All masculine pronouns in this Contract also include the feminine.

LIFEC/1(R1) 11/11

#### **LIFE BENEFIT SECTION**

### This Benefit Applies Only If The Schedule Of Benefits Shows That You Have Life Coverage

Trustmark will pay a Life Insurance Benefit to your beneficiary in the event you die while your coverage is in force. The amount of the Benefit is shown in the Schedule of Benefits. It reduces with advancing age as shown below and terminates at retirement.

<u>Age</u>	Benefit Level	<u>Age</u>	Benefit Level
under 65	[100%]	70 through 74	[50%]
65 through 69	[65%]	75 and over	[35%]

#### A. DEFINITION

**Disabled:** Means you are continuously unable, due to Sickness or Injury, to do any work for which you are, or become, qualified by reason of education, training or experience. If you are doing any work for wage or profit, you will not be considered to be Disabled.

#### **B. WAIVER OF PREMIUM**

- 1. Your premium will be waived after you have been Disabled for [6] months if:
  - a. you become Disabled before age [60]; and
  - b. your coverage is in force on the date you become Disabled; and
  - c. you remain continuously Disabled for more than [6] months; and
  - d. premium for those first [6] months is paid.
- 2. Premium will be waived until any one of the following occurs:
  - a. you are no longer Disabled;
  - b. you do not take a required medical examination;
  - c. you fail to furnish proof that you continue to be Disabled;
  - d. you reach age [70]; or
  - e. your employer ceases to be a Participating Employer.
- 3. If you die more than [6] months but less than one year after you become Disabled, Trustmark will pay the benefit when Starmark receives proof that you were Disabled and proof of death.
- 4. If it is expected that you will remain Disabled longer than one year, proof that you are Disabled must be furnished to Starmark between [9] months to 1 year after the date you become Disabled. When the proof is accepted, coverage will be extended for another year. Additional 1 year extensions of coverage will be made if you furnish, annually, proof that you continue to be Disabled. Proof must be furnished within 3 months before the end of each 1 year extension. The waiver of premium will end if any proof is not furnished within that time. If you die during the time your coverage is being continued, Trustmark will pay the benefit upon receipt of proof of death.
- Proof of death must be given within 1 year after death. Otherwise, Trustmark shall not be liable for the benefit.
- 6. The benefit will be the lesser of:
  - a. the amount in force for you on your last day of work; or
  - b. the amount that would be in force for you on the date of death if you were not Disabled.
- 7. Trustmark has the right, at its own expense, to require you to be examined by a Physician of its choice while premium is being waived. After coverage has been extended for two years, examinations will not be required more than once a year.

If you return to full time work for the Participating Employer your waiver of premium ends and your regular coverage resumes. If you do not return to work, you are entitled to your rights under the Conversion Privilege.

LIFEC/2(R1) 11/11

#### C. CONVERSION PRIVILEGE

- 1. You may convert to an individual life insurance policy if:
  - a. your employment for the Participating Employer terminates; or
  - b. your waiver of premium or any extension of coverage ends and you do not return to work for the Participating Employer.

The policy will provide a benefit equal to that provided for you under this Benefit at the time of conversion, unless you request a lesser amount.

- You may convert if this Benefit or your Insurance Class terminates, or if your employer ceases to be a Participating Employer; but only if you have had continuous coverage under this Benefit, and any it replaces, for at least [five] years. The policy will be for the lesser of:
  - a. [\$10,000]; or
  - b. the amount in force for you at termination, reduced by any amount for which you become eligible, within [31] days after termination, under any other group life coverage.
- 3. You may also convert if your coverage reduces due to a change in Insurance Class or attainment of a specified age. The policy will provide a benefit equal to the amount of the reduction.
- 4. You will be given notice of the right to convert at least [15] days before the end of the [31]-day period allowed for conversion. If notice is not given within this time, you will have an additional period of time to apply for conversion. This additional period of time will be [15] days after notice is given, but not longer than [60] days after the [31] days otherwise allowed.
- 5. The policy will be issued as follows.
  - a. It will be any form of life insurance policy, except term insurance or a policy with disability benefits, Trustmark then has available for conversion.
  - Evidence of insurability will not be required.
  - c. The policy will take effect at the end of the [31] day period for conversion.
  - d. The policy shall be in place of all coverage under this Benefit.
- 6. To convert:
  - a. make written application to Trustmark Life Insurance Company at its Home Office, or to Starmark, within [31] days after the date your coverage ends; and
  - b. pay, within these [31] days, the first premium for the policy.
- 7. You have coverage during the [31]-day period for conversion. The amount of this coverage is the amount that can be converted. This amount will be paid as a benefit if you die during this period, whether or not application for conversion had been made. If application had been made, any premium paid for the conversion policy will be refunded.

### D. INSTALLMENT SETTLEMENT OPTION

The benefit is paid in one sum.

During your lifetime, you and Trustmark may agree to any other settlement option. Your beneficiary and Trustmark may also agree upon a settlement option other than as one sum.

### E. ASSIGNABILITY

Your life coverage and benefits are not assignable.

#### F. SUICIDE EXCLUSION

The benefit will not be payable in the event you commit suicide, while sane or insane, within 2 years after the effective date of your life coverage.

LIFEC/3(R1) 11/11

Certificate of Group Insurance Underwritten by Trustmark Life Insurance Company, Lake Forest, Illinois.

[SAMPLE]

Participating Employer: Group Number: [ZZ99999Z 0001]

[STARMARK Member ID: [123456789]

400 FIELD DRIVE

LAKE FOREST, IL 60045] Class: [01]

Member Effective Date: [00/00/00]

The effective date of this certificate is: [00/00/00]

FURTHER INFORMATION REGARDING YOUR COVERAGE IS GIVEN ON THE PAGES WHICH FOLLOW. THIS CERTIFICATE IS EVIDENCE OF YOUR COVERAGE. IT IS NOT THE INSURANCE CONTRACT. ANY STATEMENT IN THIS CERTIFICATE WHICH CONFLICTS WITH THE CONTRACT IS VOID. THIS CERTIFICATE REPLACES ANY OTHER CERTIFICATE WHICH TRUSTMARK MAY HAVE ISSUED TO YOU.

YOUR COVERAGE IS INSURED BY TRUSTMARK LIFE INSURANCE COMPANY AND ADMINISTERED BY ITS AUTHORIZED REPRESENTATIVE, STAR MARKETING AND ADMINISTRATION (CALLED STARMARK IN THIS CERTIFICATE). ALL CLAIMS SHOULD BE SUBMITTED TO STARMARK AND ALL QUESTIONS REGARDING YOUR COVERAGE SHOULD BE DIRECTED TO STARMARK.

TRUSTMARK LIFE INSURANCE COMPANY

[Joseph Pray] [Dennis L. Schoff] [President & Chief Executive Officer] [General Counsel and Secretary]

State: Arkansas Filing Company: Trustmark Life Insurance Company

TOI/Sub-TOI: L04G Group Life - Term/L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Product Name: LIFEC/SCH et al

**Project Name/Number:** 2012 LIFEC Filing/12.00399

# **Supporting Document Schedules**

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR Flesch TML.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	The applications were previously approved by your Department it is used when the form is going to be issued with a fully insucconjunction with a self-funded health plan, the application for 5/9/2012.	ured health plan or on a stand alor	ne basis. When the form is issued in



This is to certify the forms shown below comply with the requirements of Arkansas Stat. Ann. Section 23-80-206, cited as the Life and Disability Insurance Policy Language Simplification Act and have achieved a Flesch reading ease score as follows:

> Flesch Score <u>Form</u>

**LIFEC** 50.2

Sandra

Przybyszewski

Digitally signed by Sandra Przybyszewski, DN: cn-Sandra Przybyszewski, c=US Date: 2012.07.24 14:57:18 -05'00'

Sandra Przybyszewski Vice President, Compliance

**ARKANSAS**